

SOLICITATION AND OFFER — NEGOTIATED ACQUISITION	PAGE 1	OF PAGES 39
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I. SOLICITATION

1. SOLICITATION NUMBER BPD 00-R-022	2. DATE ISSUED 09/28/00	3. OFFERS DUE BY 10/31/00	4. OFFERS VALID FOR 60 DAYS UNLESS A DIFFERENT PERIOD IS ENTERED HERE
5. ISSUED BY Department of the Treasury Bureau of the Public Debt Division of Procurement, UNB 4th Floor 200 Third Street Parkersburg, WV 26101-5312 Attn: Kimberly Hedrick		6. ADDRESS OFFER TO (If other than Item 5)	
7. FOR INFORMATION CALL (No collect calls)			
A. NAME Kimberly Hedrick	B. TELEPHONE AREA CODE 304 PHONE NUMBER 480-7125		C. E-MAIL ADDRESS franchiseprocurement@bpd.treas.gov
8. BRIEF DESCRIPTION			

This solicitation is intended to result in a contract awarded to an 8(a) vendor for Surveillance Systems Life Cycle Support for Franchise Business Activity San Antonio.

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II. OFFER

The undersigned agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to the resultant contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

10A. PERSONS AUTHORIZED TO NEGOTIATE	10B. TITLE	10C. TELEPHONE	
		AREA CODE	NUMBER
11. NAME AND ADDRESS OF OFFEROR		12A. SIGNATURE OF PERSON AUTHORIZED TO SIGN	
		12B. NAME OF SIGNER	
		12C. TITLE OF SIGNER	
		12D. DATE	12E. TELEPHONE
			AREA CODE NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
COMPUTER GENERATED
53.215-1(f)

OPTIONAL FORM 308 (9-97)
Prescribed by GSA - FAR (48 CFR)

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT SUMMARY

This contract consists of a base period and four (4) unilateral option periods as shown below:

Base Period (LOT I)	Date of Award through September 30, 2001
Option Period I (LOT II)	October 1, 2001 through September 30, 2002
Option Period II (LOT III)	October 1, 2002 through September 30, 2003
Option Period III (LOT IV)	October 1, 2003 through September 30, 2004
Option Period IV (LOT V)	October 1, 2004 through September 30, 2005

B.2 CONTRACT MINIMUM

The minimum value of this contract shall be \$10,000. This amount will be obligated through a delivery order at award and be deducted from the price of the first task proposal/order resulting from this contract. Additional funding will be obligated via the issuance of a delivery order or modifications to the delivery order.

B.3 HOURLY RATES, UNIT PRICES, MATERIAL HANDLING CHARGES, AND SUBCONTRACTING OVERHEAD CHARGES

The hourly rates, unit prices, material handling charges, and subcontracting overhead charges set forth in this section for all line items are fixed for the duration of the contract.

PRICING TABLE FOR SOUTH HAMPTON ROADS, VA LOCATION

	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Hourly Labor Rates					
Senior Program Manager					
Program Manager					
Project Manager					
Junior Analyst					
Functional Analyst					
Senior Functional Analyst					
Computer Systems Analyst					
Senior Computer Systems Analyst					
Senior Systems Architect					
Applications Engineer					
Software Engineer					
Logistics Engineer					
Senior Logistics Engineer					
Network Engineer					
Senior Network Engineer					
Systems Engineer					
Senior Systems Engineer					
CAD Design Specialist					

	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Communications Software Specialist					
Database Management Specialist					
Senior Database Management Specialist					
Imaging Specialist					
Programmer					
Electronic Technician III					
Technical Writer/Editor					
Data Entry Clerk/Word Processor					
Training Specialist					
Welder					
Other Direct Costs					
Material Handling Charge	%	%	%	%	%

PRICING TABLE FOR ALL OTHER NATIONWIDE LOCATIONS

	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Hourly Labor Rates					
Senior Program Manager					
Program Manager					
Project Manager					
Junior Analyst					
Functional Analyst					
Senior Functional Analyst					
Computer Systems Analyst					
Senior Computer Systems Analyst					
Senior Systems Architect					
Applications Engineer					
Software Engineer					
Logistics Engineer					
Senior Logistics Engineer					
Network Engineer					
Senior Network Engineer					
Systems Engineer					
Senior Systems Engineer					
CAD Design Specialist					
Communications Software Specialist					
Database Management Specialist					
Senior Database Management Specialist					
Imaging Specialist					
Programmer					
Electronic Technician III					
Technical Writer/Editor					
Data Entry Clerk/Word Processor					

	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Training Specialist					
Welder					
Other Direct Costs					
Material Handling Charge	%	%	%	%	%

B.4 ADDITIONAL OCCUPATIONAL CATEGORIES.

The Government may add labor categories under this contract. The pricing for each additional labor category shall be calculated by using the current Department of Labor (DOL) wage determination (when applicable) or market research to determine the hourly rate and adding a flat percentage rate for G&A, overhead and profit combined.

The Contractor proposes using the following percentage rate for any additional labor category the Government elects to add during the contract period.

	Base Year	Option Year I	Option Year II	Option Year III	Option Year IV
Percentage Rate	%	%	%	%	%

The pricing formula for the above table is as follows:

$$(\text{Hourly Rate}) + (\text{flat percentage rate} + \text{hourly rate})$$

B.5 TASK ORDERS

The Government will issue task orders against an annual delivery order under this contract. Task Orders will be issued on either a fixed-price or time-and-materials basis in accordance with the pricing parameters stated in this section and the instructions in Section H.

SECTION C

STATEMENT OF WORK

C.1 BACKGROUND

The Department of Treasury awards and administers a variety of service contracts for use by Federal agencies nationwide, as requested, which are (to be) monitored and managed by the Franchise Business Activity – San Antonio (FBA – San Antonio). This team effort works together to deliver quality, responsive and effective services for requesting customers. Added features of this program provide for a varying client base, extensive geographic coverage, and the ability to provide client services to Federal governmental entities. Although this contract will be nationwide, the initial work under this contract will take place in South Hampton Roads, VA (see F.6). The FBA - San Antonio client base is on a national level including U.S. possessions and territories. It is not possible to determine the precise types or amounts of services that will be ordered during the term of the contract.

Within the spectrum of services offered to its clients, the FBA - San Antonio provides the opportunity to turn DOD cost centers into profit centers where shore facilities have distinctive competence and capacity. Through the business partnership forged with the Naval Surface Warfare Center Port Hueneme Division Dam Neck (NSWCPHDN), the FBA - San Antonio is able to present NSWCPHDN-unique capabilities and capacity to potential customers requiring turn-key or collaborative technology refreshment, obsolescence management or reverse engineering and small-lot production services. This Statement of Work presents a broad framework for the development of technical projects under these auspices.

C.2 SCOPE OF WORK

The contractor shall provide engineering and technical support to the (NSWCPHDN) and other Federal Agencies world-wide through the Franchise Business Activity – San Antonio for Life Cycle Support initiatives related to all facets of shipboard Surveillance systems and associated or interfacing Command, Control, Communications, Computers, Intelligence, and Reconnaissance (C4IR) systems. Support shall be provided for system obsolescence analysis, rapid prototype development, operation, maintenance, testing, training, Integrated Logistics Support, validation of proposed system upgrades, and implementation of approved technology insertion projects.

The contractor shall provide support in the following areas:

- a. Project Planning and Program Management.
- b. Technology Insertion / Modernization.
- c. Non-Developmental Item (NDI)/Commercial Off-The-Shelf (COTS) Integration.
- d. Reverse Engineering/Re-engineering.
- e. Obsolescence Management Assessments.
- f. Design, development, deploy, and maintain Surveillance and other Information Technology Systems.
- g. Design, development, deploy, and test system prototypes.
- h. Software reengineering, maintenance, and development services.
- i. Systems installation, development, and maintenance.

The contractor shall provide services and materials to conduct the following efforts in support of Surveillance Systems Life Cycle Support initiatives:

1. Equipment and system check-out and testing
2. Equipment and system alignments, grooms, and repairs
3. Equipment and system modifications/upgrades
4. Equipment and system modernization and technology refreshment:
 - Reverse engineering and hardware design
 - Re-engineering and hardware design
 - COTS/NDI integration
 - Small-lot manufacturing
 - Software development and version upgrades

5. Equipment and System obsolescence management:
 - Development of End-of-Life hardware support strategies
 - "Lifetime Buy" acquisition strategies
 - Hardware production agreement brokering
 - Establishment of End-of-Life software support strategies
6. Equipment and System installation services
7. Equipment and System operation and maintenance training:
 - Development of operation and maintenance manuals
 - Development of computer-based training and maintenance syllabi
 - Development of Platform training materials
 - Development of ITEM and web-based information delivery systems
8. Equipment and System Life Cycle logistics support, including provisioning:
 - Spares, repair parts and newly-manufactured parts
9. Documentation development

The contractor shall have and demonstrate expertise in all of the above areas in addition to the following:

- Extensive working knowledge of shipboard surveillance systems and their associated or interfacing systems.
- Extensive working knowledge of surveillance systems operation and maintenance.
- Extensive working knowledge and experience in system re-engineering and reverse engineering
- Extensive experience and facility capabilities in logistics support areas, from materials market research and procurement, to depot repairs, assembly and manufacturing, to MIL-SPEC /government shipping/receiving.

The Contractor shall travel as required to attend meetings, provide on-site support, or to interface with others to provide the above-stated services.

C.2.2 TECHNICAL ASSETS APPLICABLE TO THE SURVEILLANCE SYSTEM LIFE CYCLE SUPPORT PROGRAM

Technical assets applicable to the Surveillance System Life Cycle Support Program include, but are not limited to, electronic and electrical systems and equipment such as surveillance systems, sensor systems, command and control systems, communications systems, display systems and those ancillary systems used to support the primary equipment or system for which each task is issued. Equipment will be deemed "surplus" only upon written verification from the cognizant responsible agency. Surplus equipment will be released for disposition under this contract only upon proper authorization for equipment release from the appropriate authorities.

C.2.3 CONTRACTOR-FURNISHED MATERIALS

The contractor shall provide materials and parts for each Task as necessary to complete the actions required in the task orders. These shall include, but are not limited to:

- Repair parts (including, but not limited to major assemblies, sub-assemblies and discrete components) necessary and required for equipment/system repair, modification, and/or modernization.
- The contractor is urged and authorized to utilize the Federal Supply System to acquire these items, to the extent practical and economically feasible. In the event that new items are not available, the substitution of used assemblies and sub-assemblies is authorized, provided, that the used items are in serviceable Ready-For-Issue (RFI) condition. The contractor is also encouraged to submit re-engineering alternatives for parts that are no longer available.
- Raw and fabricated materials for installation of equipment (e.g.: steel plate or pre-fabricated equipment foundations/mounts.)
- Power and signal cabling and associated straps, hangers, deck/floor or bulkhead/wall penetration tubes and devices, etc., used for installation of equipment.
- Consumable materials used in task performance.

- Packing and crating supplies necessary for shipment of the equipment, system, or associated material.
- Other material as required.

C.3 TASK ORDER GENERAL REQUIREMENTS

The tasks set forth in this Statement of Work are representative of the types of services that may be ordered by the Government under the contract. Actual types will be specifically described in individual task orders.

C.4 DELIVERABLES

The deliverables set forth below are representative of, but not limited to, the types of supplies/services that may be ordered under this contract.

The contractor shall provide deliverables as directed in each Task. Deliverables shall include, but are not limited to, the following:

- Technical Assessment reports, Feasibility Studies and Project Performance Plans.
- System and equipment Obsolescence Management data and Technology Refreshment Plans.
- Engineering Change data.
- Operation and Maintenance Training Plans and curricula.
- Logistics Management Plans and equipment supportability data.
- Site Survey information.
- Installation Plans, Installation Drawing Packages, Wire Run lists, As-built drawings and associated installation data.
- Customer Site Work-In-Progress and Project Completion Reports.
- Bi-Weekly Project Status Reports.
- Monthly Project Status roll-up reports.

C.5 PROGRESS AND STATUS REPORTS

The Contractor shall prepare and submit a monthly progress and status report. The report shall be in Microsoft Word or compatible format and shall include the following information:

Identification Elements.

- a. Title of report;
- b. Contract and Task Order Numbers;
- c. Contractor's name and address;
- d. Date of report;
- e. Reporting period;
- f. Name of individual preparing report.

Description Elements.

- a. Description of progress made during the reporting period, including problem areas encountered and recommendations;
- b. Results obtained relating to previously identified problem areas;
- c. Deliverables completed and delivered;
- d. Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of trips, the period of travel by labor category, and the results of such travel;
- e. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals used and the number of labor hours expended by each;
- f. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the task order;
- g. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

Each report shall address each description element as stated above. Where the element is not applicable, the report shall so state.

Distribution of the report shall be a single copy to the Contracting Officer's Technical Representative (COTR) by the 5th of each month. The reports will be retained as part of the COTR files.

C.6 SECURITY REQUIREMENTS

Any security requirements for computer related Task Orders will comply with the computer Security Act of 1987. The work to be performed under this contract may require access to, and the handling of classified information up to and including the SECRET security level. The Contractor shall obtain facility and personnel clearances as may be required by the National Industrial Security Program prior to starting any "classified" portion of work under this contract. Clearances required to perform a task will be specified in the task order.

All personnel performing classified duties under this contract shall possess, at a minimum National Industrial Security Clearance of at least SECRET, complying with all applicable provisions of DOD 5220.22M, National Industrial Security Program Operating Manual (NISPOM); and DOD 5220.22-R, Industrial Security Regulation. If the proposed contracted employee already has a security clearance, the acceptability of that clearance will be reviewed at that time. The same security clearances will apply to any subcontractor as to the prime contractor. If security clearances are required, the Contractor will be responsible for having the individual complete the agency appropriate security clearance form. The Government will handle the actual clearance process.

Obtaining security clearances will be the responsibility of the activity requiring the clearance. Facility and personnel security clearances are not required prior to contract award; however, clearances shall be obtained prior to personnel handling classified material and/or having access to classified areas. If necessary, as an emergency measure and in order to avoid crucial delays in performance of the contract, an "interim" clearance may be obtained on a temporary basis, pending completion of the full investigative requirement.

Transmission or shipment of any classified documents shall be in accordance with the Industrial Security Regulation (ISR) (DOD 5220.22-R).

SECTION D
PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information to the Contracting Officer (CO) or the COTR shall be paid by the Contractor unless mutually agreeable alternate arrangements are made between the COTR and the Contractor.

D.2 PREPARATION FOR DELIVERY

All items shall be packaged in accordance with normal commercial practice.

D.3 MARKING OF SHIPMENTS

To facilitate identification, the Contractor and each subcontractor making shipments to the Government shall mark each piece, bundle, or container (inside and outside) with the Government contract number, including task order number, when applicable, and mark all shipments in accordance with normal commercial practice.

SECTION E
INSPECTION AND ACCEPTANCE

The following clauses are incorporated by reference:

E.1 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

E.2 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

The following clauses are incorporated in full text:

E.3 INSPECTION AND ACCEPTANCE

Services rendered will be inspected for acceptance by the COTR. The name, address, and phone number of the COTR will be furnished at the time of award.

E.4 RECORDS

The Contractor shall maintain and provide the FBA-San Antonio COTR, or CO, access to all documents and records for services performed during the contract and for three years after final payment.

SECTION F
DELIVERIES OR PERFORMANCE

The following clauses are incorporated by reference:

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3 52.247-34 F.O.B. DESTINATION (NOV 1991)

The following clauses are incorporated in full text:

F.4 DELIVERABLES

- a) All deliverables required will be specified, as will the required delivery date(s), in each task order issued under this contract.
- b) The schedule for completion of work to be performed under this contract will be delineated in each task order issued under this contract.

F.5 PLACE OF DELIVERY

- a) Delivery of all items to the COTR shall be made to the address specified in the task order.
- b) Delivery location for individual work products identified under a given task order will be identified in the task order.

F.6 GEOGRAPHIC SERVICE AREAS

The majority of these services will be required in the Virginia Beach, Virginia area, but the Contractor will be required to be able to provide the listed labor categories on a nationwide basis.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICE REPRESENTATIVES

Contracting Officer:
Timothy J. Wilson

Contract Negotiator:
Kimberly Hedrick

Address:
Bureau of the Public Debt
Administrative Resource Center, UNB 4th Floor
200 3rd Street
Parkersburg, WV 26106-0605

Telephone: (304) 480-7125

G.2 CONTRACT ADMINISTRATION

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in the costs incurred as a result thereof.

G.3 GOVERNMENT CONTACT FOR CONTRACT ADMINISTRATION

The Government's Contract Administrator will be identified at award. The Administrator is:

Barbara Allen, Contract Administrator
Bureau of the Public Debt
Division of Procurement, UNB 4th Floor
200 Third Street
Parkersburg, WV 26101-5312
Telephone: (304) 480-7078
Fax Number: (304) 480-7203

G.4 CONTRACTOR'S CONTRACT ADMINISTRATOR

The Contractor shall identify a single point of contact for contract administration issues

**G.5 DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
DELEGATION AND AUTHORITY**

- a) The Contracting Officer's Technical Representative will be named at the time of award.
- b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation,

direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details, and otherwise serves to ensure that tasks outline in the work statement are accomplished satisfactorily.

- c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
- Constitutes a change of assignment or additional work outside the specification(s)/work statement;
 - Constitutes a change as defined in the clause titled “Changes”;
 - In any manner causes an increase or decrease in the contract price or the time required for contract performance;
 - Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - Interferes with the Contractor’s right to perform under the terms and conditions of the contract; or
 - Directs supervises or otherwise controls the actions of the Contractor’s employees.
- d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the Contractor’s opinion, any direction of the COTR, or his/her designee, falls within the limitations above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- f) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause titled “Disputes.”

G.6 INVOICE REQUIREMENTS

- a) For Firm-Fixed Price orders, the Contractor shall render monthly invoices in arrears by the 5th of the following month after completion of all the work. For Time-and-Materials orders, the Contractor may render invoices in arrears as work is performed but not more frequently than monthly. All work performed under this contract will be invoiced on one consolidated invoice with backup documenting the breakdown of the invoice by each individual task order. The invoice shall be submitted in a Microsoft Access or compatible format.
- b) The Contractor shall submit invoices at the address below.

FBA - San Antonio
10127 Morocco, Suite 182
San Antonio TX 78216

- c) A proper invoice must include the following information and/or attached documentation:
- Name of the business concern and date of invoice
 - Invoice Number
 - Contract number or other authorization for delivery of property or services
 - Task order number, description, price, quantity of services actually delivered or rendered, and the date thereof
 - Shipping and payment terms
 - Name, title, and phone number of responsible official preparing the invoice
 - Name and signature of certifying official, title, phone number, and complete mailing address of responsible official to whom payment is to be sent
 - For Time-and-Materials orders, copies of time sheets, subcontractor’s invoices, or any other documentation supporting the invoice

G.7 WITHHOLDING

For Time-and-Materials orders, the Government shall withhold from its payments 5% of invoiced amounts pending final approval of the deliverables by the COTR.

G.8 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (with the exception of invoices) shall be subject to the following procedures:

- a) Technical correspondence shall be addressed to the COTR with an informational copy to the Contracting Officer.
- b) All other correspondence shall be addressed to the Contracting Officer.

G.9 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the “Changes” Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 31) in effect on the date of the contract award.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLIC RELEASE OF INFORMATION PERTAINING TO THIS CONTRACT

Any proposed public release of information pertaining to this contract or the work called for hereunder shall be submitted to the Contracting Officer for approval prior to release. No information shall be released without written approval from the Contracting Officer.

H.2 PERSONNEL SECURITY REQUIREMENT

The Government may require Contractor personnel to complete and sign a Non-Disclosure Agreement as a condition for granting such personnel access, or potential access, to sensitive or classified information.

H.3 RULES AND REGULATIONS

The rules and regulations of the Department of the Treasury and FBA-San Antonio shall apply to the Contractor, including its employees and any subcontractors, while on the premises of the agency. These regulations include presenting valid identification for building entrance and obeying all the rules and regulations provided by the COTR or Agency. If work is to be performed in a restricted area, Contractor personnel shall be escorted at all times.

H.4 INTERPRETATION OF CONTRACT REQUIREMENTS

If the Contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, he shall request such clarification from the Contracting Officer. No interpretation of any provision of this contract, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

H.5 NON-PAYMENT FOR ADDITIONAL WORK

Any additional services or a change to work specified which may be performed by the Contractor, either at his own volition or at the request of an individual other than a duly appointed Contracting Officer, except as may be explicitly authorized in the contract, will be done at the financial risk of the Contractor. Only a duly appointed Contracting Officer is authorized to bind the Government to a change in the specifications, terms, or conditions of this contract.

H.6 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Government and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person or property growing out of or attributable to any work performed under or related to this contract, regardless of whether such claims, losses, damages, actions, expenses, and/or liability may be attributable to the fault, failure, or negligence of the Contractor.

H.7 NONPERSONAL SERVICES

The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall he/she hold himself/herself out to be, an agent or partner of, or joint venture with, the Government; and that he/she shall neither supervise, nor accept supervision from, Government employees.

H.8 ORDERING

H.8.1 GENERAL

- a) Services, to be furnished under this contract shall be ordered by the placement of a task order, signed by the Contracting Officer or duly appointed representative. Such orders may be issued at any time during the term of this contract.

- b) All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall prevail.
- c) The Contractor shall not proceed with any work under a proposed task order unless authorized by the Contracting Officer or duly appointed representative. Each task order will indicate an effective date which shall be considered the start date as far as the determination of due date(s) for deliverables is concerned.
- d) Any order issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

H.8.2 TASK PROPOSAL REQUESTS

- a) All work and services to be performed under this contract will be initiated by a task proposal request to be issued by the Contracting Officer or duly appointed representative. The task proposal request will specify, at a minimum, the following information:
 - 1) The Statement of Work (SOW) number
 - 2) A description of the work to be performed
 - 3) Whether the task is to be priced on a Fixed Price or Time and Materials basis
 - 4) The desired period of performance or required completion date
 - 5) Reporting requirements and deliverables
 - 6) The date and time the Contractor's response is due
- b) The task proposal request neither commits the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparations thereof, nor does it commit the Government to issue a task order for such services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this contract.

H.8.3 TASK PROPOSALS

- a) The Contractor shall provide a written response to the task proposal request within ten (10) calendar days, unless otherwise specified in the task proposal request. The Contractor's written response shall consist of the following:
 - 1) A technical proposal specifying the Contractor's approach to performing the required work
 - 2) A detailed work schedule identifying all significant milestones and deliverables
 - 3) A price proposal for the required work on a firm-fixed price or time-and-materials basis as specified in task proposal request. The price shall be calculated using the appropriate labor-hour rates as specified in Section B. The Contractor shall identify each category of labor required to perform the work and the corresponding number of hours for each category. Any travel shall be priced in accordance with FAR 31.205-46.
- b) The Government may enter into discussions with the Contractor regarding the task proposal for purposes of negotiating the technical approach, proposed staffing hours, or any other issues.

H.8.4 TASK ORDERS

Should the Government determine to proceed with the work identified in the task proposal request, a task order will be issued by the Contracting Officer or duly appointed representative to specify the work to be performed by the Contractor. All task orders will be unilateral. At a minimum, each task order issued under this contract will include the following:

- a) A task order number
- b) Contract Number
- c) A description of the work to be performed
- d) The work schedule, period of performance, or required completion date
- e) The reporting requirements and deliverables

- f) The firm-fixed price or a not-to-exceed amount for time-and materials orders to complete the requirements
- g) The obligation of funds
- h) The payment schedule/terms

H.9 REASSIGNMENT AND REPLACEMENT OF KEY CONTRACTOR PERSONNEL

- a) The Government reserves the right to require the Contractor to reassign Contractor employees who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under any task order issued under this contract is deemed contrary to the best interests of the Government. The Contracting Officer or duly appointed representative will give notice of such reassignment in writing.
- b) In the event the Contractor finds it necessary to replace the key personnel on a task order, the COTR shall be notified in writing. In cases of Contractor-initiated reassignment of personnel, the request shall be submitted at least fifteen (15) calendar days prior to reassignment to the COTR for review and approval as well as allowing for sufficient time allowed for training of replacement personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement personnel are subject to the written approval of the Contracting Officer or duly appointed representative prior to their beginning work under this contract.

H.10 GOVERNMENT FURNISHED INFORMATION (GFI) /GOVERNMENT FURNISHED MATERIALS (GFM)

The government will provide, as available, necessary GFI/GFM as required for effective performance under each Task assignment.

Examples of GFI that may be provided under each task include, but are not limited to:

- Equipment and System Technical Manuals (as available)
- Equipment and System Installation Drawing packages (as available)
- Equipment and System Depot Repair/Refurbishment manuals (as available)
- Equipment and System testing documentation (as available)
- Equipment and System Logistics Support documentation (as available)

Examples of GFM that may be provided include, but are not limited to:

- The primary equipment or system specified to be supported under each Task
- Additional equipment assets necessary to restore the primary Task equipment assets to original equipment or system baseline/variant configuration status
- Special Purpose Electronic Test Equipment (SPETE)
- Special-Purpose power and hand tools
- Unique inter- and intra-connection cable assemblies, specialty cable connectors, specialized equipment foundations or mounts, etc., used in installation and integration

The government offers no guarantee to the contractor that any GFI or GFM will be available for use by the contractor in support of a Task, nor does it warrant the serviceability of the items provided.

**SECTION I
CONTRACT CLAUSES**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Office will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far/

The following clauses are incorporated by reference:

- I.2 52.202-1 DEFINITIONS (OCT 1995)**
- I.3 52.203-3 GRATUITIES (APR 1984)**
- I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(JUL 1995)**
- I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**
- I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR
IMPROPER ACTIVITY (JAN 1997)**
- I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)**
- I.9 52.204-2 SECURITY REQUIREMENTS (AUG 1996)**
- I.10 52.204-4 PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**
- I.11 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING
WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR
DEBARMENT (JUL 1995)**
- I.12 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUNE 1999)**
- I.13 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.14 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**
- I.15 52.216-22 INDEFINITE QUANTITY (OCT 1995)**
- I.16 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**
- I.17 52.222-3 CONVICT LABOR (AUG 1996)**
- I.18 52.222-21 PROHIBITION ON SEGREGATED FACILITIES (FEB 1999)**
- I.19 52.222-26 EQUAL OPPORTUNITY (FEB 1999)**
- I.20 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE
VIETNAM ERA (APR 1998)**
- I.21 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(JUN 1998)**

I.22	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
I.23	52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
I.24	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
I.25	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
I.26	52.224-2	PRIVACY ACT (APR 1984)
I.27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
I.28	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
I.29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
I.30	52.227-14	RIGHTS IN DATA - GENERAL (JUN 1987)
I.31	52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I.32	52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
I.33	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
I.34	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
I.35	52-232-1	PAYMENTS (APR 1984)
I.36	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAR 2000)
I.37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
I.38	52.232-11	EXTRAS (APR 1984)
I.39	52.232-17	INTEREST (JUN 1996)
I.40	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
I.41	52.232-25	PROMPT PAYMENT (JUN 1997)
I.42	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
I.43	52.233-1	DISPUTES (DEC 1998)
I.44	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I.45	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, VEGETATION (APR 1984)
I.46	52.242-13	BANKRUPTCY (JUL 1995)

- I.47 52.243-1 CHANGES - FIXED PRICE (AUG 1987)**
- I.48 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)**
- I.49 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)**
- I.50 52.248-1 VALUE ENGINEERING (FEB 2000)**
- I.51 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(SEP 1996)**
- I.52 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- I.53 52.249-14 EXCUSABLE DELAYS (APR 1984)**
- I.54 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)**
- I.55 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

The clauses, which follow, are in full text:

**I.56 DTAR 1052.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (JAN 1990) (DEVIATION)**

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) *Agency and legislative liaison by own employees.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) *Professional and technical services.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) *Selling activities by independent sales representatives.*

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before and agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) *Disclosure.*

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.
- (e) *Penalties.*
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.57 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through September 30, 2005.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.
- (c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.58 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$1,000,000;
 - (2) Any order for a combination of items in excess of \$2,000,000; or
 - (3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.59 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.60 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.61 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (JUN 1999)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
 - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The _____ [*insert name of SBA's contractor*] will notify the _____ [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.62 DTAR 1052.219-72 SECTION 8(A) DIRECT AWARDS (MAY 1998)

- a) This purchase order or contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of the Treasury. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: [to be completed at time of award]
- b) The contracting officer is responsible for administering the purchase order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance,

either in whole or in part, under the purchase order or contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.

c) The contractor agrees:

(1) to notify the contracting officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

I.63 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) *Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.64 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

SECTION J
LIST OF ATTACHMENTS

Attachment A – SF LLL, Disclosure of Lobbying Activities

Attachment B – Task Request Form

Attachment C – Labor Categories Description

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

The following provision is incorporated by reference:

K.1 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

The following provisions are incorporated in full text:

K.2 52-203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.3 DTAR 1052.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
(DEVIATION)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a Federal contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

K.5 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it * is a women-owned business concern.

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- a) The offeror or respondent, in the performance of any contract resulting from this solicitation, __ intends, __ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code) Offeror or Respondent	Name and Address of Owner and Operator of the Plant or Facility if Other than
_____	_____
_____	_____
_____	_____
_____	_____

K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

- (a)(1) The standard industrial classification (SIC) code for this acquisition is 8711. (NAICS code is 541330)
- (2) The small business size standard is \$20 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.* (1) The Offeror represents as part of its offer that it ____ is, ____ is not a small business concern.
- (2) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, for general statistical purposes, that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it _ is, ____ is not a women-owned small business concern.
- (c) *Definitions.*
- "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
- "Women-owned small business concern," as used in this provision, means a small business concern--
- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that--

- (a) It ____ has, ____ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that--

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(OCT 1996)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
[Check each block that is applicable.]
 - ___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
 - ___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far/

The following provisions are incorporated by reference:

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

L.3 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

**L.4 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
(FEB 1993)**

**L.5 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH
OFFER (MAY 1999)**

The following provisions are incorporated in full text:

L.6 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FEB 2000)

(a) *Definitions.* As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.7 52.216-1 TYPE OF CONTRACT (APR 1984)

The government contemplates award of an indefinite delivery, indefinite quantity (IDIQ) contract with fixed hourly rates. Task orders issued against the contract will be issued as either a Time-and-Material/Labor Hours or Firm-Fixed Price or a combination thereof.

L.8 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Timothy J. Wilson, Contracting Officer; Bureau of the Public Debt; 200 Third Street, UNB 4th Floor; Parkersburg, WV 26101-5312.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.9 INQUIRIES

Offerors are instructed to contact only the solicitation Issuing Office shown on page 1 (Block 5 Optional Form 308) for information about any aspect of the solicitation. Prospective offerors are cautioned against contacting Government technical personnel in regard to this solicitation prior to award of this procurement. If such a contact

occurs and is found to be prejudicial to competing offerors, the offeror making such a contact may be excluded from award consideration. Accordingly, all communications prior to award must be directed to the Contract Specialist named on page 1 (Block 7(a) on Optional Form 308). Where possible, inquiries must be submitted in writing. Inquiries may be submitted by facsimile to the following:

Facsimile machine: (304) 480-7203

The Bureau of the Public Debt assumes no responsibility for receipt of facsimile transmissions. Offerors must call (304) 480-7125 to confirm receipt of inquiries submitted by facsimile. Answers to questions will be provided to all offerors being solicited, giving due regard to the proper protection of proprietary information.

L.10 HAND-CARRIED AND COURIER-DELIVERED PROPOSALS

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for ensuring that the offer is received at the place and by the date and time specified in Block 3 of the Optional Form 308. All offers must be closed and sealed as if for mailing and must be fully identified on the sealed envelope.

L.11 AMENDMENTS TO PROPOSAL

Changes to the Offeror's proposal shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the right-hand edge of the page.

L.12 GOVERNMENT-FURNISHED MATERIAL, LABOR, OR FACILITIES

The Government will furnish no material, labor, or facilities unless otherwise provided for in the solicitation.

L.13 FORMAT AND INSTRUCTIONS FOR PROPOSALS

(a) Proposals, signed by an official authorized to bind the Offeror, shall set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements is prescribed in 18 U.S.C. 1001. Failure to furnish full and complete information requested may cause an offer to be determined unacceptable.

(b) The proposal submitted in response to this solicitation shall be formatted and submitted in the number of copies as specified below. A cover letter may accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government. The proposal shall consist of the following volumes and must include all requested information.

L.13.1 VOLUME I - CONTRACTUAL DOCUMENTS

a) OF 308 (3 signed original copies required). All applicable blocks of OF 308 shall be completed by the Offeror and shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. All amendments to the solicitation (if any) shall be acknowledged by return of a signed copy of each amendment, or by separate letter.

b) SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (1 original copy required). The Offeror shall copy Section K of the solicitation, check or complete all applicable boxes or blocks in the paragraphs, and resubmit the full section as a part of Volume I of the proposal.

c) SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES (if applicable, 1 original copy required)

d) Describe any exceptions to the solicitation clauses or other conditions. This includes proposed language additions, deletions or substitutions. Explain the reason(s) for the proposed exception and identify all existing solicitation language affected by the proposed change. If any such exceptions or conditions are offered, they must also be identified in a proposal cover or transmittal letter.

e) If the proposal involves a joint venture, "teaming arrangement", or significant subcontract effort, describe the legal and business arrangements involved.

f) The Contractor shall also furnish a name, phone number, facsimile number, and e-mail address for its point of contact.

L.13.2 VOLUME II - PRICE PROPOSAL (2 printed copies)

The Offeror shall complete Section B of the solicitation. The offeror shall, for each line item, indicate the rates for the base period as well as the four option periods.

L.13.3 VOLUME III – WRITTEN TECHNICAL PROPOSAL (3 printed copies)

This volume shall consist of a maximum of 30 printed pages and shall conform to the format described below. These directions assist in providing a fair, equitable, and expeditious evaluation of all proposals. The written technical proposal shall consist of the following information:

1. In accordance with the Statement of Work, the offeror shall describe its capabilities (and those of its major subcontractors and/or joint venture partners, if any) in a maximum of fifteen pages.
2. The offeror shall also provide the following information—
 - a) Functional organizational chart.
 - b) Describe in detail how your company provides Surveillance Systems to existing clients; citing any technical certifications or qualifications that supports your expertise.
 - c) Describe your plans to staff this account. Describe what methods you would use to become familiar with this account.
 - d) Identify the personnel in your company who will staff our account and provide resumes citing descriptions of experience
3. The offeror shall identify its past performance and expertise in Surveillance Systems within the past five years. When discussing previous projects, provide sufficient detail to convince evaluators of the relevance of the skills and objectives involved to ensure a successful and timely completion of the requirements. At a minimum, the offeror shall provide the following for each client:
 - a) Name of client
 - b) Current point of contact and phone number
 - c) Brief description of the services
 - d) Brief summary of the types of work completed for this client
 - e) The offeror shall provide a brief summary of any problems encountered (i.e. delays in meeting delivery dates) during the performance of any contract within the last three years. Describe how the problems were solved.

L.14 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.15 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals).

SECTION M EVALUATION FACTORS FOR AWARD

The following provisions are incorporated by reference:

M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M.2 52.232.15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

The following provisions are incorporated in full text:

M.3 AWARD CRITERIA

Award of a contract will be made to the responsible offeror whose proposal contains the combination of technical criteria and price that offers the best overall value to the Government. Technical merit and past performance, when combined, are approximately equal to price. The Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior technical performance or capability.

M.4 EVALUATION PROCEDURES

Offerors shall prepare proposals in accordance with the requirements in Section C and the instructions in Section L of this solicitation document.

Technical personnel will evaluate all proposals by applying the requirements in Section C, the instructions in Section L, and the factors in Section M.7 to each proposal. The evaluation team will determine the merits of each proposal and provide a written summary of the evaluation results to the Contracting Officer.

The Contracting Officer may make a competitive range at any time during the evaluation process by using the merits of each technical proposal and/or price realism information.

M.5 BEST AND FINAL OFFERS.

Offerors may be requested to submit their "best and final offer" providing an opportunity to present any final adjustments to proposals. Offerors will be informed, in writing, of the closing date of negotiations, which will be common to all offerors, and the final date that revisions, changes, or additions to initial offers will be accepted by the Government. Awards will be based on the Best and Final Offers.

M.6 TECHNICAL EVALUATION FACTORS

Offerors' proposals will be evaluated using the following evaluation factors. Factors are listed in descending order of importance:

1. Past Performance. Prior successful experience with similar or larger service-type contracts shall be documented. Include any quality control data supporting the statements of satisfactory service. Include a current name and phone number of a contract person for each contract cited. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will be not be evaluated favorably or unfavorably on past performance.
2. Technical Certifications/Qualifications. Include the following items with your proposal: specialized certification and experience that establish the offeror as unique.
3. Key personnel resumes. Include experience, degrees, and special qualifications

If information has been submitted previously or is presumed known by the Government but is not included in the proposal, that information will not be considered part of the present proposal.

Omissions, or inaccurate or inadequate information, may have negative effects on the overall evaluation.

M.7 PRICE EVALUATION

Offers will be evaluated for the purpose of determining the price realism. Price realism is the degree to which the proposed prices are fair, reasonable, consistent with the technical proposal, and represent a high probability that Government requirements will be met for the price offered.

1. Labor-Hour Rate Evaluation -

A labor-hour rate evaluation will be made for the proposed hourly rates for the occupational titles using the hours shown below multiplied by the hourly rates for each year of the contract; these products for each occupational category will be subtotaled and all occupational categories will be totaled. These hours remain the same for the base period and each option period of the contract. Any offeror-added labor categories and their rates will be analyzed for price realism only.

LABOR CATEGORY	ESTIMATED HOURS
SENIOR PROGRAMS MANAGER	2000
PROGRAM MANAGER	6000
PROJECT MANAGER	10000
JUNIOR ANALYST	4400
FUNCTIONAL ANALYST	4000
SENIOR FUNCTIONAL ANALYST	2000
COMPUTER SYSTEMS ANALYST	2000
SENIOR COMPUTER SYSTEMS ANALYST	2000
SENIOR SYSTEMS ARCHITECT	2000
APPLICATIONS ENGINEER	2000
SOFTWARE ENGINEER	4000
LOGISTICS ENGINEER	4000
SENIOR LOGISTICS ENGINEER	2000
NETWORK ENGINEER	2000
SENIOR NETWORK ENGINEER	2000
SYSTEMS ENGINEER	10000
SENIOR SYSTEMS ENGINEER	4000
CAD DESIGN SPECIALIST	6600
COMMUNICATIONS SOFTWARE SPECIALIST	2000
DATABASE MANAGEMENT SPECIALIST	2000
SENIOR DATABASE MANAGEMENT SPECIALIST	2000
IMAGING SPECIALIST	2000
PROGRAMMER	4000
ELECTRONICS TECHNICIAN III	22000
TECHNICAL WRITER/EDITOR	2000
DATA ENTRY CLERK/WORD PROCESSOR	4400
TRAINING SPECIALIST	4000
WELDER	2200

2. Material Handling Charge Evaluation -

Price proposals will be evaluated for the purpose of award by assuming the following level of materials each year:

material handling charge \$1,000,000/year

The Offeror's material handling charge will be evaluated for award determination purposes only. The Government will therefore apply the proposed hourly rates for each labor category, for each year, to the assumed number of hours for each, and will factor in the material handling rate by applying the proposed rate against the assumed material handling charge for each year. The total for the five-year period thereby arrived at will be used for price comparison purposes.

The above assumptions are for price evaluation purposes only and shall not obligate the Government to purchase in accordance therewith.

Offerors are cautioned against submitting unbalanced proposals. If, in the Government's judgment, any of the prices included in any proposal appear to be unbalanced, the Government shall have the right to reject such proposals in their entirety.

The test of mathematical balance is "whether each proposal item carries its share of the cost of work and of the Offeror's profit/overhead or whether the proposal is based upon nominal prices for some work and enhanced prices for other work."

M.8 AWARD

Award will be made to the offeror that, in the opinion of the Contracting Officer, represents the best value to the Government.